

Request for Proposals Panasonic Toughbook Computers and Vehicle Mounts

Job No. 23-10-FB



**City of Kirkland
Department of Finance & Administration
123 Fifth Avenue
Kirkland, Washington 98033**

Proposals due by 4:00 pm on October 25, 2010



CITY OF KIRKLAND Request for Proposal

Panasonic Toughbook Computers and Vehicle Mounts JOB NO. 23-10-FB

PROJECT DESCRIPTION: Supply the City of Kirkland Fire Department with Panasonic Toughbook laptops, mounting hardware and installation in approximately 20 vehicles per the specifications provided in the RFP documents. The City's preference is to contract with one supplier to provide all equipment, labor and warranty services. However, proposals from partnering firms will be considered. The estimated cost of this project is \$150,000 to \$160,000.

NOTICE IS HEREBY GIVEN: The City of Kirkland will receive sealed proposals in the office of the Purchasing Agent, City Hall, 123 Fifth Avenue, Kirkland, Washington, by 4:00 p.m. on October 25, 2010.

The complete RFP may be viewed on the City's website at <http://www.ci.kirkland.wa.us/> (click on "City Purchasing"). This RFP provides complete information on the equipment being sought and the submittal requirements. Copies of the RFP may be downloaded directly from this site. Those who wish to automatically receive any addenda or a notice of cancellation should provide contact information by emailing Barry Scott, Purchasing Agent, at bscott@ci.kirkland.wa.us. Those who do not provide contact information are solely responsible for monitoring the City's website for any addenda to the RFP or a notice of cancellation. This Request for Proposal may be canceled at the discretion of the Purchasing Agent.

No supplier may withdraw his proposal within 45 days after the actual date of the opening.

Small businesses and minority-owned businesses are specifically invited to submit proposals.

In the award of proposals, consideration shall be given to such matters as supplier integrity, record of past performance, financial and technical resources, and references. The City of Kirkland reserves the right to reject any and all proposals, to waive any informality in the proposal process, and to make the award to the lowest responsible supplier as determined by the City.

Any questions regarding the specifications or intended use of requested items need to be addressed to Barry Scott, Purchasing Agent, at bscott@ci.kirkland.wa.us.

Barry L. Scott, C.P.M.
Purchasing Agent



CITY OF KIRKLAND

General Contract Conditions

Article 1 - Definitions	4
Article 2 - Execution and Intent	4
Article 3 - The City	5
Article 4 - Supplier	5
Article 5 - Commencement and Completion of Work	5
Article 6 - Correction of Work	6
Article 7 - Taxes	6
Article 8 - Indemnification	6
Article 9 - Conflict of Interest	6
Article 10 - Payments	7
Article 11 - Assignment	7
Article 12 - Termination by the City	7
Article 13 - Bid Proposal Deposit	7
Article 14 - Purchase by Other Governmental Agencies	7
Article 15 - Performance and Payment Bond Required	7
Article 16 - Nondiscrimination and Equal Opportunity Employment.....	8

**JOB #23-10-FB
CITY OF KIRKLAND
GENERAL CONTRACT CONDITIONS**

PANASONIC TOUGHBOOK COMPUTERS AND VEHICLE MOUNTS

**ARTICLE 1
DEFINITIONS**

1.1 CONTRACT

The contract shall consist of the following documents: the Purchase Order, Request for Proposals, the General Contract Conditions, the Acknowledgment, the Equipment Specifications, the Proposal, and written changes of any of the foregoing documents. The contract documents are complimentary and what is called for in any one document shall be binding as if called for by all.

1.2 GOVERNING LAW

The governing law of this Contract shall be the laws of the State of Washington and the City of Kirkland including applicable rules and regulations thereof, venue of any action shall be in King County Superior Court.

1.3 CITY

The term "City" means the City of Kirkland, and the City's Fire & Building Department.

1.4 WORK

The term work as used in the contract documents includes all labor, materials, and equipment necessary to deliver new Panasonic Toughbook Computers and Vehicle Mounts required by the Contract. Work further includes the delivery and installation of the equipment as specified in the Contract.

**ARTICLE 2
EXECUTION AND INTENT**

2.1 The Contract shall be executed by the issuance of a purchase order signed by the City Manager, Assistant City Manager or the Purchasing Agent as their delegate. The intent of the Contract is to include all labor, materials, and equipment necessary for the proper execution of the work described therein, and also to include all work which may be reasonably inferable from the contract documents as being necessary to produce the intended results.

2.2 Contracts, notices, and changes requiring the signature of the City shall not be binding upon the City unless signed by the officer or employee of the City who has been designated to administer the Contract. Unless otherwise provided, said officer is the City Manager, Assistant City Manager or the Purchasing Agent as their delegate.

ARTICLE 3
THE CITY

- 3.1** The City shall have the authority to require any corrections in the work which are necessary to obtain conformance with the requirements of the Contract, all at no additional cost to the City.

ARTICLE 4
SUPPLIER

- 4.1** The Supplier shall be responsible for all warranties on the Panasonic Toughbook Computers and Vehicle Mounts, especially where subcontractors and/or suppliers may decline responsibilities in failures of warranty items. No exceptions to this section may be taken.
- 4.2** Unless otherwise specifically noted, the Supplier shall provide and pay for all labor, equipment, tools, construction equipment, machinery, additional utilities, transportation, and other facilities and services necessary for the proper execution and completion of the work.
- 4.3** The Supplier shall give all notices and comply with all laws, ordinances, rules, regulations, and orders of any governmental authority bearing on the performance of the work and shall notify the City if the contract documents are at variance therewith.
- 4.4** The Supplier shall be responsible for the acts and omissions of all of their company's employees, subcontractors, and all other persons performing any of the work.

ARTICLE 5
COMMENCEMENT AND COMPLETION OF WORK

- 5.1** The Supplier's proposal shall be accepted or rejected by the City within 90 calendar days from the date of bid opening (4:00 pm on October, 2008).
- 5.2** The Supplier will not increase pricing for 30 days from the proposal due date in order to ensure adequate time for the City to evaluate proposals and negotiate and execute the final contract.
- 5.3** The successful Supplier is obligated to execute an "Acknowledgment of Receipt of the Order" in writing within 5 business days of the receipt of the purchase order.
- 5.4** The successful Supplier shall have the specified equipment ready for delivery within 45 calendar days of receipt of the purchase order.
- 5.5** The specified equipment is to be delivered FOB Destination to the City of Kirkland.

ARTICLE 6
CORRECTION OF WORK

- 6.1** The Supplier shall correct any work that fails to conform to the requirements of the contract documents and shall remedy any defects due to faulty materials, equipment, or workmanship which appear within one year of the date of final acceptance of the equipment or within such longer period of time as may be prescribed by warranty, law or by the terms of any applicable special guarantee required by the Contract, all at Supplier's sole expense.

ARTICLE 7
TAXES

- 7.1** The work under this Contract is subject to the Washington State Retail Sales Tax. The contract amount includes sales tax as a separate amount and no extra payment of any kind will be made by the City for the Washington State Sales Tax on any items or work performed under this Contract. Such sales tax as may be required to be paid by the Supplier to the State of Washington shall be paid and the Supplier shall identify the sale as having been made within the City of Kirkland.

ARTICLE 8
INDEMNIFICATION

- 8.1** The Supplier shall defend, indemnify, and hold harmless the City and its agents and employees from and against all claims, damages, losses, and expenses including attorney's fees arising out of or resulting from the performance of the Contract, including but not by way of limitation, failure of warranty as well as delivery FOB Kirkland, provided that any such claim, damage, loss, or expense (1) is attributable to bodily injury, sickness, or death, or to damage to property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any act or omission of the Supplier, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

ARTICLE 9
CONFLICT OF INTEREST

- 9.1** The Supplier further covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of his services hereunder. The Supplier further covenants that in the performance of this Contract, no person having any conflicting interest shall be employed. Any interest on the part of the Supplier or their company's employees must be disclosed to the City.

ARTICLE 10
PAYMENTS

- 10.1** The Contractor shall be paid in the following manner:

Payment will be made in full upon satisfactory delivery and installation of the Panasonic Toughbook Computers and Vehicle Mounts, acceptance of the specified equipment by the City and within 30 days of receipt of invoice.

ARTICLE 11
ASSIGNMENT

- 11.1** The Supplier shall not assign the Contract or any portion thereof without the prior written consent of the City. The request for assignment must be addressed by the Supplier to the City.

ARTICLE 12
TERMINATION BY THE CITY

- 12.1** If the Supplier defaults or neglects to carry out the work in accordance with the contract documents or fails to perform any provision of the Contract, the City may, after seven days written notice to the Supplier, without prejudice to any other remedy it may have, terminate the Contract.

ARTICLE 13
BID PROPOSAL DEPOSIT

- 13.1** Bid Proposal Deposit is not required for this purchase.

ARTICLE 14
PURCHASE BY OTHER GOVERNMENTAL AGENCIES

- 14.1** RCW 39.34 allows cooperative purchasing between public agencies (political subdivisions) in the State of Washington. Public agencies which have filed an Intergovernmental Cooperative Purchasing Agreement with the City of Kirkland and which are actively participating may purchase from City of Kirkland contracts, provided that the Supplier has agreed to such participation. Each supplier shall indicate on the proposal submittal form if they are willing to consider other public agency orders in accordance with contract terms and conditions in addition to other orders from the City of Kirkland. The City of Kirkland does not accept any responsibility for purchase orders issued by other public agencies.

ARTICLE 15
PERFORMANCE AND PAYMENT BOND REQUIRED

- 15.1** Performance and Payment Bond is not required for this purchase.

ARTICLE 16

NONDISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT

- 16.1** Chapter 49.60 RCW prohibits discrimination and requires equal opportunity in employment.

During the performance of this contract, the Supplier agrees as follows:

- A. The Supplier will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, sex, or the presence of any sensory, mental, or physical handicap all as defined in RCW 49.60.180. The Supplier will ensure that employees are treated during employment without regard to their age, race, creed, color, sex, national origin, or the presence of any sensory, mental, or physical handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
 - B. The Supplier will, in all solicitations or advertisements for employees placed by or on behalf of the Supplier, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, national origin, sex, age, or the presence of any sensory, mental, or physical handicap as defined in RCW 49.60.180.
 - C. If the project for which the proposal is being submitted is funded in whole or in part by federal funds, then the Supplier will comply with the federal nondiscrimination requirements contained in Section 109 of the Housing and Community Development Act of 1974, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Executive Order 11063, Executive Order 11246, Section 3 of the Housing and Urban Development Act of 1968, and Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990.
- 16.2** Unemployment Compensation/Worker's Compensation: The Supplier and all subcontractors shall comply with all requirements and regulations of RCW Title 50 pertaining to unemployment compensation and to RCW Title 51 relating to worker's compensation, sometimes referred to as industrial insurance. The Supplier will be required to provide the Owner with the Industrial Insurance Account Numbers of all subcontractors performing work or providing services on the project.
- 16.3** General Compliance: The Supplier shall comply with the requirements of all other City ordinances, state statutes, laws, and regulations, whether or not stated herein, which are specifically applicable to the public improvements and work to be performed.
- 16.4** Anti Kick-Back: The Supplier and all subcontractors shall comply with the Copeland Anti Kick-Back Act and Regulations of the U. S. Department of Labor (29 SFR, Part 3). This act provides that each Supplier or subcontractor shall be prohibited from inducing by any means, any person employed in the construction, completion, or repair of public works, to give up any part of the compensation to which such person is otherwise entitled. The Supplier or subcontractor shall report all suspected or reported violations to the appropriate agency.

- 16.5** Industrial Safety and Health Act - Hazardous Materials and Waste: All Suppliers and subcontractors shall comply with all of the requirements and regulations of Chapter 49.17 RCW (Washington Industrial Safety and Health Act), Chapter 296-62 Washington Administrative Code (Occupational Health Standards - Safety Standards for Carcinogens), and Chapter 49.26 RCW (Health and Safety - Asbestos relating to chemicals, hazardous materials, and waste, and including establishment of a written comprehensive hazard communication plan, including information and training program for employees and material safety data sheets (MSDS)).

City of Kirkland Fire Department

Request for Proposals

Panasonic Toughbook Computers and Vehicle Mounts

LAPTOP SPECIFICATIONS

Panasonic Toughbook 31 and all Panasonic manufactured accessories for this model shall be specifically included in the proposal. In addition to the standard [Toughbook 31 specifications](#), the City requires that its Toughbooks come with Emissive Backlit Keyboards. Future models and products announced by Panasonic are also incorporated herein, for purchase by City and other agencies opting to use this contract, using the same pricing discount rate. The Supplier will inform the City of all new products, providing specifications, pricing and availability information within 30 days of product announcement.

Proposals may also include options that suppliers feel would be of interest to the City of Kirkland or other agencies eligible to purchase off of the awarded contract.

Standard equipment warranties for Panasonic equipment and mounting devices shall be provided. Options for extended warranty periods shall also be provided.

MOUNTING DEVICE SPECIFICATIONS

The mounting devices for the laptops will be needed for a variety of vehicles and no particular brand or model is specified. While it is preferred that only one brand be proposed and purchased, Suppliers may propose more than one brand and/or model in the interest of best meeting the City's needs and the needs of other potential purchasing agencies.

All of the Fire Department vehicles to be outfitted with mounting devices will be made available for inspection by Suppliers on October 5 & 6, 2010. Interested Suppliers are expected to have a qualified representative inspect each vehicle to determine the best mounting device solution(s) to meet the City's needs. Suppliers are to contact Battalion Chief Joe Sanford by email at jsanford@ci.kirkland.wa.us to make arrangements for inspecting the vehicles.

Proposed mounting devices should offer maximum flexibility, be securely installed and shall in no way interfere with the safe operation of the vehicle.

BRAND NAMES USED IN THIS SPECIFICATION

With regards to the Panasonic Toughbook 31 computers, this is a brand name specification. It has been determined that only the identified brand name item will satisfy the City's Fire Department's needs.

The City shall be the sole judge about whether an item submitted as an equal or

alternate is acceptable. The responsibility of demonstrating to the City's satisfaction that a product is "equal" to that specified shall be on the vendor proposing the substitution. Requests for approval of substitutions must be made with sufficient time to allow the City to adequately review the proposal, including time for vendors to respond to questions and requests for additional information or clarification. The City has no obligation to accept proposed substitutions or engage outside consultants or experts to evaluate proposed substitutions. Acceptance of a substitute product proposed as an "equal" to that specified will be made in writing and, if made prior to bids being due, other bidders will be notified if practical and convenient.

TRIAL/DEMONSTRATION PRODUCTS

Trial or demonstration products may be desired for use by the City and other interested agencies eligible to purchase from this contract. Such products are expected to be made available promptly and, if possible, within 2 weeks of a request from City or other purchasing agency eligible to purchase off of this contract. Trial periods will be agreed upon between the interested agency and the Supplier at the time of each request. Trial periods shall be a minimum of 2 weeks.

EVALUATION CRITERIA

As this is a Request for Proposals, contract award will not be based solely on price. It is the intent of the City to purchase the equipment that, in the sole judgment of the City, offers the best overall value. In addition to price, the following criteria will be considered and should be clearly addressed in product literature and narrative form in each proposal:

1. Availability of equipment
2. Warranties
3. Supplier's ability to provide timely service and repairs
4. Equipment durability and useful life expectancy
5. Supplier's References (Provide at least 5 references)
6. Equipment demonstration may be required

MATERIALS TO BE SUBMITTED

The following items must be submitted in response to this RFP:

1. Completed Price Proposal Form
2. Completed Noncollusion Affidavit
3. Completed Statement of Supplier's Qualifications
4. Supplier's References

The following items may also be submitted in response to this RFP:

1. Narrative information on the supplier's background and capabilities
2. Testimonials from customers
3. Supplier brochures or other literature

TENTATIVE SCHEDULE

RFP issued	September 28, 2010
Site Visit to examine vehicles*	October 5 and 6
Deadline for questions	5:00 p.m., October 13
Answers to questions released	October 25
Proposal due by 4:00 pm	4:00 p.m., October 25, 2010

*Contact Battalion Chief Joe Sanford (jsanford@ci.kirkland.wa.us) to arrange a site visit.

SUBMITTAL INFORMATION

Sealed proposal are to be addressed to:

City of Kirkland
Attn: Purchasing Agent, Job #23-10-FB
123 5th Ave
Kirkland, WA 98033

Proposals must be received by 4:00 pm local time on Monday, October 25, 2010.
Proposals received late will not be considered.

PRICE PROPOSAL
PANASONIC TOUGHBOOK COMPUTERS AND VEHICLE MOUNTS
JOB NO. 23-10-FB

Proposal Page 1

Price proposal to be submitted in a **sealed envelope** marked “**RFP – Panasonic Toughbook Computers and Vehicle Mounts**” and addressed to: City of Kirkland, Attn: Purchasing Agent, City Hall, 123 Fifth Avenue, Kirkland, Washington 98033. **Proposal must be delivered to the Purchasing Agent prior to 4:00 pm, October 25, 2010.**

Having carefully examined the Request for Proposals, the General Conditions, Technical conditions, and Specifications, the undersigned proposes to furnish Panasonic Toughbook Computers and Vehicle Mounts in compliance with the above specifications for the amount set forth below.

Item Description	Price
Panasonic Toughbook Model 31 Computers	<p>_____ % off of list price</p> <p>_____ List Price – 10/2010</p>
Optional Emissive Backlit Keyboard	<p>_____ % off of list price</p> <p>_____ List Price – 10/2010</p>
Panasonic Laptop Accessories for Model 31 Computers (e.g. memory upgrades, adapters)	<p>_____ % off of list price</p>
Proposed Mounting Device - Identify the proposed device or devices:	<p>_____ % off of list price</p> <p>_____ List Price – 10/2010</p> <p>If more than one device is proposed, attach a separate sheet showing discounts and list prices.</p>
Labor for installation of Mounting Systems and Laptops	<p>_____ amount per hour</p>
Estimated average amount of time for installation per vehicle	<p>_____ hour(s)</p>

Delivery: _____ days after receipt of purchase order.

Supplier agrees to consider orders from other public agencies (Article 14.1): Yes [] No []

Receipt of Addenda No. _____ is hereby acknowledged.

Company Name: _____

Street Address: _____

City, State & Zip Code: _____

Signature: _____

Printed Name & Title: _____

Phone Number & Email: _____

Date: _____

The individual signing the signature line above hereby certifies that the bidder is:

☐ Sole Proprietorship ☐ Partnership ☐ Corporation

NONCOLLUSION AFFIDAVIT
PANASONIC TOUGHBOOK COMPUTERS AND VEHICLE MOUNTS
JOB NO.: 23-10-FB

STATE OF WASHINGTON)
COUNTY OF KING } SS
)

The undersigned, being duly sworn, deposes and says that the person, firm, association, co-partnership or corporation herein named has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in the preparation and submission of a proposal to the City for consideration in the award of a contract for purchase by the City of Kirkland:

Panasonic Toughbook Computers and Vehicle Mounts
Job No. 23-10-FB

FIRM NAME

AUTHORIZED SIGNATURE

Sworn to before me, this _____ day of _____, 2010

Notary Public
in and for the State of Washington
Residing at _____
My Commission Expires _____

CITY OF KIRKLAND
STATEMENT OF SUPPLIER'S QUALIFICATIONS

Each Supplier bidding on work included in these contract documents shall prepare and submit the following data along with their proposal.

1. Name of supplier: _____
2. Business address: _____
3. Business phone: _____ Email: _____
4. How many years have you been engaged in business under the present firm name? _____
5. Are you an authorized Panasonic repair service provider? _____
6. Describe the general character of work performed by your company: _____

7. State of Washington Registration No.: _____
8. Uniform Business Identification (UBI) No.: _____
9. Industrial Insurance Account No.: _____
10. Federal IRS Identification No.: _____
11. I certify that other contracts now in progress or hereafter obtained will not interfere with timely delivery of products and services should we be awarded the contract.

Company: _____

Authorized Signature: _____

Printed Name: _____

Title: _____